IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUM. SUIT NO.763 OF 2004

Dena Bank ...Plaintiff

V/s

M/s A-1 Plastics. ...Defendants.

Mr. K.D. Shukla for the plaintiff.

None for the defendants.

CORAM: V.M.KANADE,J.

DATE: 31st August, 2004

PC:.

1. Plaintiff has filed affidavit of service as also the original documents. Affidavit of service is taken on record. Original Documents are taken on record and marked as Exhibit-A collectively.

2. Plaintiff has filed a suit on the basis of Bill of Exchange which was discounted by them. The Bill was drawn by M/s Rushabh Enterprises upon the defendants for supply of goods. The said bill has been unconditionally accepted by the defendants as drawees for payment to the plaintiff on due date. Defendants have not filed their appearance though they are served. Plaintiffs are, therefore, entitled to the ex-parte decree in terms of the prayer clause of the plaint.

3. Accordingly, suit is decreed in terms of prayer clause (a) of the plaint.

4. Refund of Court fees as per rules.

V.M. KANADE, J.